

*****IMPORTANT NOTE*****

The Conditions and Method of Operation Section on the front page of this Notice of Award pertaining to cost ranking based on discounts does not apply in this Notice of Award.

Using Agencies are directed to section 6.5, "Method of Contractor Engagement" for procedures to be followed when selecting contractor(s) to be used in accordance with this Notice of Award.

Immediately following this note you will find the list containing the name of firms to whom contracts have been awarded along with their hourly rates. AGENCIES MUST USE THIS LIST IN DETERMINING THE FIRM TO CONTACT FOR THE SERVICES THEY REQUIRE. DO NOT USE ANY OTHER LISTING OF VENDORS INCLUDED WITH THIS NOTICE OF AWARD FOR DETERMINING THE RANKING OF FIRMS. (Please note that the hourly rates used on the following list are NOT discounted, in accordance with the methodology set forth in the RFP for this procurement - RFP Section 6.5.10. If a firm offers a discount, the discount is to be taken into consideration ONLY when calculating payment to the vendor. Cash discount Information can be found in the body of this Notice of Award.)

Using Agencies are reminded that, in accordance with section 6.5.11 of this Notice, "The Using Agencies will be instructed to use non-discounted pricing in determining the price rank of a bidder. Any cash discounts offered will not be taken into consideration by the Using Agencies

when selecting the Contractor to be used from the list provided by the Purchase Bureau."

Region 1: Warren Sussex, Passaic, Bergen, Essex, Hudson,
Morris, Hunterdon, Somerset, Middlesex and Union County

REGION 1 - RN

Rank	Company	Hourly Rate
1	SJ Nurses	\$37.00
2	Bestcare Home Hlth Sv	\$38.99
3	Intrepid Healthcare Svcs	\$45.54
4	Mizane Staffing Inc	\$45.70
5	RMB Health Svcs Inc	\$47.75
6	Nursing Times Inc.	\$48.00
7	Firstat Nursing Svcs	\$49.87
8	Healthstaff Profssnls	\$50.00
9	Liberty Medical Svcs	\$51.00
10	Tempositions Hlth Care	\$51.00

REGION 1 - LPN

Rank	Company	Hourly Rate
1	SJ Nurses	\$31.00
2	Bestcare Home Hlth Sv	\$32.99
3	Mizane Staffing Inc	\$34.50
4	Intrepid Healthcare Svcs	\$34.80
5	Newsourcing Staffing	\$35.00
6	RMB Health Svcs Inc	\$37.75
7	Nursing Times Inc.	\$38.00
8	Intl Medical Resources	\$39.90

REGION 1 - CNA

Rank	Company	Hourly Rate
1	SJ Nurses	\$15.00
2	Bestcare Home Hlth Sv	\$15.49
3	Oceanview Staffing	\$17.50
3	Staffing Remedies LLC	\$17.50
5	Firstat Nursing Svcs	\$17.64
6	Career Center Inc	\$17.75
7	Newsourcing Staffing	\$17.88
8	Intrepid Healthcare Svcs	\$17.94
9	RMB Health Svcs Inc	\$18.75

REGION 1 - EMT

Rank	Company	Hourly Rate
1	Intrepid Healthcare Svcs	\$23.42
2	SJ Nurses	\$25.00
3	Firstat Nursing Svcs	\$27.03
4	Staffing Remedies LLC	\$28.00

5	Oceanview Staffing	\$28.50
6	Tempositions Hlth Care	\$33.41
7	Maxim Hlthcr Svs	\$35.00

Region 2: Mercer and Burlington County

REGION 2 - RN

Rank	Company	Hourly Rate
1	SJ Nurses	\$36.00
2	Intrepid Healthcare Svs	\$43.80
3	RMB Health Svs Inc	\$47.75
4	Firstat Nursing Svs	\$47.87
5	Healthstaff Profssnls	\$48.00
6	American Stf Group II	\$50.00
7	Liberty Medical Svs	\$51.00
8	General Hlthcr Res Inc	\$51.95
9	GSCNS Inc	\$52.00

REGION 2 - LPN

Rank	Company	Hourly Rate
1	SJ Nurses	\$27.00
2	Intrepid Healthcare Svs	\$34.80
3	RMB Health Svs Inc	\$37.75
4	Firstat Nursing Svs	\$38.73
5	Healthstaff Profssnls	\$39.00
6	American Stf Group II	\$40.00
7	Oceanview Staffing	\$40.50
8	Liberty Medical Svs	\$41.00

REGION 2 - CNA

Rank	Company	Hourly Rate
1	SJ Nurses	\$15.00
2	Firstat Nursing Svs	\$16.24
3	Oceanview Staffing	\$17.50
3	Staffing Remedies LLC	\$17.50
5	RMB Health Svs Inc	\$18.75
6	Intrepid Healthcare Svs	\$19.14
7	Medical Stfing Svs Inc.	\$19.95
8	Liberty Medical Svs	\$20.00
8	American Stf Group II	\$20.00

REGION 2 - EMT

Rank	Company	Hourly Rate
1	Firstat Nursing Svs	\$23.33
2	Intrepid Healthcare Svs	\$23.80
3	SJ Nurses	\$27.00
4	Staffing Remedies LLC	\$28.00
5	Oceanview Staffing	\$28.50
6	Maxim Hlthcr Svs	\$35.00

Region 3: Camden, Atlantic, Cape May, Cumberland, Gloucester,
Ocean, Monmouth and Salam County

REGION 3 - RN

Rank	Company	Hourly Rate
1	SJ Nurses	\$34.00
2	Intrepid Healthcare Svcs	\$43.80
3	General Hlthcr Res Inc	\$47.95
4	Healthstaff Profssnls	\$48.00
5	Firstat Nursing Svcs	\$48.87
6	GSCNS Inc	\$49.00
7	American Stf Group II	\$50.00
8	Liberty Medical Svcs	\$51.00

REGION 3 - LPN

Rank	Company	Hourly Rate
1	SJ Nurses	\$27.00
2	Intrepid Healthcare Svcs	\$34.80
3	Healthstaff Profssnls	\$39.00
4	American Stf Group II	\$40.00
5	Staffing Remedies LLC	\$40.00
6	Oceanview Staffing	\$40.50
7	Firstat Nursing Svcs	\$40.73
8	General Hlthcr Res Inc	\$40.95

REGION 3 - CNA

Rank	Company	Hourly Rate
1	SJ Nurses	\$15.00
2	Firstat Nursing Svcs	\$17.24
3	Oceanview Staffing	\$17.50
3	Staffing Remedies LLC	\$17.50
5	Intrepid Healthcare Svcs	\$19.14
6	Medical Stfing Svcs Inc.	\$19.95
7	Liberty Medical Svcs	\$20.00
7	American Stf Group II	\$20.00

REGION 3 - EMT

Rank	Company	Hourly Rate
1	Firstat Nursing Svcs	\$23.33
2	Intrepid Healthcare Svcs	\$23.80
3	Staffing Remedies LLC	\$28.00
4	Oceanview Staffing	\$28.50
5	SJ Nurses	\$34.00
6	Maxim Hlthcr Svcs	\$35.00

1.1 Purpose and Intent

A. This specification covers the requirements for temporary Registered Nurse (RN), Licensed Practical Nurse (LPN), Emergency Medical Technicians (EMT) and Certified Nurses Aide (CNA) services for the New Jersey Department of Human Services, the Department of Corrections, the Department of Military and Veterans Affairs, and various other State Agencies. It is the intent of the State to award contracts to the ten (10) lowest responsive bidders for each labor category in each region and whose bid proposals are deemed to be most advantageous to the State, price and other factors considered

B. Personnel are to be furnished for shortages in State work forces, for special projects or for peak work loads.

C. Bidders must submit separate pricing for each staffing level. This contract will be awarded in three (3) regions as follows

Region 1: Warren, Sussex, Passaic, Bergen, Essex, Hudson, Morris, Hunterdon, Somerset, Middlesex, and Union County.

Region 2: Mercer and Burlington Counties.

Region 3: Camden, Atlantic, Cape May, Cumberland, Gloucester, Ocean, Monmouth and Salem Counties.

3.1 Equipment Need By Bidder

The contractor must have access to or use of a FAX machine once the contract is awarded by the State. This FAX machine will be the State's primary way of communicating with the contractor, including sending monthly staffing schedule requests to the contractor and for receiving correspondence from the contractor.

3.2 Personnel

A. All personnel assigned to perform work shall be physically able to do their assigned work and shall be in good health.

B. All personnel shall be experienced employees thoroughly trained and qualified in the scope of work assigned to them. The contractor will be required to furnish copies of nursing and EMT licenses before personnel can be assigned to work under this contract.

C. All LPN's, RN'S, EMT'S and CNA's are required to possess and maintain current licenses, as required by the State of New Jersey.

D. All LPN's, RN's, EMT's and CNA's are required to possess current CPR certification and First Aid certification. The contractor's employees must present copies of all certifications and licenses to the Using Agency reporting authority before the employees can start working.

E. All LPN's, EMT'S and RN's must have at least one year of professional and clinical experience.

F. The Departments of Human Services, Corrections, and Military and Veterans Affairs will not permit any Registered Nurse (RN), Licensed Practical Nurse (LPN), Nurses Aide (CNA), and or Emergency Medical Technicians (EMT) to work who has not successfully completed the orientation program at the respective Department's facilities. Each department may have a different length of time for orientation. In cases where the Using Agency requires contractor's employees to receive orientation the contractor will be reimbursed at the rates specified in Section 5.23.2.

3.3 Scope Of Work

A. To provide professional nursing and health care, to be administered by New Jersey Registered Nurses, Licensed Practical Nurses, Emergency Medical Technicians, and Certified Nurses Aides within State institutions under the supervision of institutional charge nurses or supervisor of nurses, or as may be directed.

B. Services may be required on a seven (7) day per week basis and cover all three shifts. Assignments by day or shift including starting time and hours will be at the discretion and needs of the institution.

Present Nursing Shifts:

Day:	7:00 A.M. - 3:30 P.M.
Evening:	3:00 P.M. - 11:30 P.M.
Night:	11:00 P.M. - 7:30 A.M.

C. Service will be provided, but not limited to, all of the Department of Human Services, Department of Military and Veterans Affairs, and Department of Corrections Institutions, as well as any other State facility.

D. Contractor's personnel shall complete and sign State facilities' time sheets or attendance tracking systems as required by the institution.

E. Contractor's personnel working for the State, if required by the Using Agency, will be fingerprinted and undergo a criminal history records check before they can start work

3.4 Duties

The following duties are to be performed by the RN, LPN, EMT, and CNA under this contract.

3.4.1 Duties - Registered Nurse (RN):

A. At the direction of the supervisor of nursing services, registered nurses will perform functions as specified in all federal, state, departmental and institutional procedures, policies, guidelines, administrative orders, directives and applicable regulations.

- B. Nurses are to be constantly aware of safety considerations and patients well being, as well as the cleanliness and sanitary conditions of the environment. Patients are never to be left unattended or in unsafe situations. Patients are under staff supervision at all times, unless otherwise specified in the treatment plan.
- C. All goals for patients in nurses' assigned unit are to be implemented and documented as required. Nurses are to ensure that activity schedules are current and followed by all assigned staff.
- D. Any deviation or suspected deviation from the norm for a patient will be immediately reported to the assigned supervisor. Nurses are to be always alert for safety concerns and/or unusual events and promptly report them. Complete and descriptive documentation will include the initial assessment, to whom and when reported, intervention, and follow-up evaluation.
- E. Nurses will see to it that all patients on the assigned unit receive the prescribed diet and adequate fluids at the proper time.
- F. Nurses will see to it that patients on the assigned unit are properly groomed, dressed and positioned. Appliances and/or adaptive devices will be correctly applied or utilized. Nurses will instruct other staff as required in these areas.
- G. Nurses will use the steps of the nursing process in all client care areas. These steps include assessment, planning, implementation or intervention and evaluation. Nurses will develop and utilize nursing care plans and these will be current and complete for each patient.
- H. Nursing assessment will be used on all plans of care for patients.
- I. All prescribed medication and treatments will be transcribed, prepared, administered and charted with 100% accuracy. Nurses will see to it that all means available are used to ensure accurate identification of each client for each administration. Errors, actual or suspected, will be reported immediately.
- J. Nurses will orient new employees to the unit.
- K. It is clearly understood that staffing schedules are developed staffing schedules to ensure adequate staffing patterns. Nurses shall not submit schedules with only minimum staffing. Schedules are submitted for approval in a timely manner to the supervisor of nursing services, or as designated.
- L. Nurses will supervise ancillary personnel.
- M. All care given must be in accordance with the State of New

Jersey's Nurse Act and applicable regulations. Nurses should adhere to the standard of care and nursing practice set forth under the New Jersey Nursing Practice Act and all applicable regulations governing the practice of nursing. Nurses shall exercise care, skill and knowledge within acceptable professional standards and treatment practices in the treatment and care of patients.

3.4.2 Duties - Licensed Practical Nurses (LPN)

LPN's will provide the following services:

- A. At the direction of the head nurses, nurses will perform functions as specified in all federal, state, departmental and institutional procedures, policies, guidelines, administrative orders, directives, and applicable regulations.
- B. LPN'S are to be constantly aware of safety considerations and patient's well being, as well as the cleanliness and sanitation of the environment. Clients are never to be left unattended or in unsafe situations. Clients are under staff supervision at all times, unless otherwise specified in the treatment plan.
- C. All goals for clients on LPN'S assigned unit are to be implemented and documented as required. LPN'S are to ensure that activity schedules are current and followed by all assigned staff. LPN'S will work closely with the physician, unit staff, and other health team members to provide optimum care for each client in the assigned units, including a safe environment.
- D. Any deviation or suspected deviation from the norm for a client will be immediately assessed and reported to the assigned supervisor. LPN'S are to be always alert for safety concerns and/or unusual events and will promptly report them.
- E. LPN'S will use the steps of nursing process in all client care areas. These steps include assessment, planning, implementation or intervention, and evaluation. Although LPN's are not responsible for writing formal client care plans, the nurse's professional knowledge, skills, and judgment are essential for accurate client assessment, a realistic plan of care effective intervention, and ongoing client evaluation.
- F. All medications and treatments prescribed by the physician will be transcribed, prepared, administered and recorded with 100% accuracy. LPN'S will use all means available to ensure accurate identification of each client for each medication administration. Errors, actual or suspected, will be reported immediately.
- G. All care given must be in accordance with the State of New Jersey's Nurse Act and applicable regulations.

3.4.3 Duties - Certified Nurses Aides

Certified Nurses Aides (CNA'S) shall provide the following services:

- A. Obtain data regarding the physical and psychiatric (behavioral) status of the patient (i.e., temperature, pulse, respiration and weight, at prescribed intervals), whether the patient is oriented, confused, or a behavioral problem.
- B. Report changes in patient's physical status to the RN in charge.
- C. Report changes in mental status of patient (attitude and behavior) to the RN in charge.
- D. Interact in a therapeutic way with patients.
- E. Assist hospital staff with lifting and moving, carrying out programs of exercise, recreation and social activities.
- F. Submit accurate oral reports to their supervisor at end of tour of duty.
- G. Assist patients with letter writing, phone calls, and other personal social skills.
- H. Supervise and assist patients, with meals.
- I. Remain in room at arms length at all times in the area, as assigned by charge nurses. Leave patients for breaks, etc., only at specific times as directed by charge nurses.
- J. Provide one-to-one supervision for psychiatric patients temporarily transferred to hospitals for medical and surgical services.

3.4.4 Duties: Emergency Medical Technician

An EMT is an individual trained in basic life support services (as defined at N.J.S.A. 26:2k-21), and who is currently certified by the Commissioner of the New Jersey Department of Health and Senior Services to perform those services in accordance with N.J.A.C. 8:40A.

- A. EMT must be trained to escorting mental health patient(s) to general hospitals and to remain with these individuals until relieved.
- B. EMT's must have extensive training in dealing with accidents and medical emergencies. The EMT is trained in basic life support and is certified to perform specific pre-hospital duties in emergency situation, including treating shock and poison victims, dressing and bandaging wounds, controlling bleeding, resuscitating heart attack victims, restoring breathing, maintaining a patients airway, immobilizing fractures and providing obstetrical assistance.

C. The EMT must transmit medical records and reports of each emergency to the hospital staff for diagnostic purposes.

D. The EMT will report any incidents while escorting patients(s) to hospital to the appropriate Psychiatric Hospital Supervisor.

E. The patients are never to be left unattended or in unsafe situations. Patients are to be under EMT's supervision at all times.

5.0 Contractual Terms and Conditions

5.1 Precedence of Contractual Terms and Conditions

The contract shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Standard Terms and Conditions take precedence over the Special Terms and Conditions.

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

5.3 Price Adjustment

Rates bid are not subject to price decrease during the period of this contract. Section 4.1 of the Standard Terms and Conditions does not apply due to the method of operation of this contract.

The State does not pay an overtime hourly rate for work performed after the schedule normal shift. All overtime worked will be paid at the regular hourly.

5.4 Contract Term and Extension Option

The term of the contract shall be for a period of one (1) year. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP. If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for an additional two (2) years by mutual written consent of the contractor and the Director. There will be a Cost of Living adjustment for each extension year of the contract.

5.5 Contract Transition

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement

contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

5.6 Availability of Funds

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.7 Contract Amendment

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

5.8 Contractor Responsibilities:

The following provisions are in addition to, and in no way change, the provisions of Section 3.11 of the Standard Terms and Conditions of the Request for Proposal (RFP).

5.8.1 The State will consider the Contractor to be the sole point of contact with regard to contractual matters and the Contractor will be required to assume sole responsibility for the complete effort stipulated in the RFP. Payment will be made only to the Contractor.

5.8.2 The Contractor is responsible for assuring all subcontractors (e.g., temporary help, independent contractors) compliance with all terms and conditions of this RFP. The Contractor will assume sole responsibility for any payments due the subcontractor(s) under this contract.

5.8.3 The State of New Jersey will not be liable in any manner, under any circumstances, for the failure of the Contractor or any subcontractor (including any independent contractors) performing work under contracts resulting from this RFP to withhold or remit any federal or State withholding, self employment or other taxes due or later determined to be due. This specifically includes, but is not limited to, any taxes later found to be due as a result of any determination regarding employee vs. independent contractor relationships between or among any parties performing or responsible for performing work under contract.

5.9 Substitution of Staff

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing

that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State's Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

5.10 Substitution or Addition of Subcontractor(s)

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

5.11 Ownership of Material

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed

for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed.

5.12 Data Confidentiality

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use reasonable care to protect the confidentiality of such data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

5.13 News Releases

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

5.14 Advertising

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.15 Licenses and Permits

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State's Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

5.15.1 Standard Insurances/Professional Liability Insurance

This Section will serve to supplement, and not to change, Section 2.3 of the Standard Terms and Conditions of the Request for Proposal (RFP).

All personnel providing service under this contract, whether employed by the Contractor, or working as a subcontractor to the Contractor, must be covered by all applicable insurances listed in Section 2.3 of Standard Terms and Conditions of the RFP. In addition to these insurances, all registered nurses, licensed practical nurses, nurses aides, and EMT'S must also be covered by professional liability insurance in the following amounts: \$1,000,000 per occurrence and \$3,000,000 aggregate.

The Contractor is responsible for ensuring that all the insurance requirements are met for all personnel supplied under this contract, whether services are provided by an employee of the Contractor or a subcontractor. The Contractor may make any arrangement for the payment for insurance coverage they deem desirable, e.g., whether paid by the Contractor, or by any subcontractor the Contractor uses to work for the State under this contract. However, all insurance coverage must be provided regardless of which party is actually paying for the coverage.

5.16 Claims and Remedies

5.16.1 Claims

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.16.2 Remedies

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.17 Failure to Supply Request for Services

Failure of a contractor to respond to three (3) requests for services will be grounds for cancellation of contract.

5.19 State's Option to Reduce Scope of Work

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Project Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

5.20 Suspension of Work

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.21 Change in Law

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

5.22 Additional Work and/or Special Projects

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The

State shall be under no obligation to pay for work done without the Director's written approval.

5.23 Form of Compensation and Payment

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed.

5.23.1 Contractors will be paid based on the hourly rates bid on the "Price Sheets," with the exception of the hourly rates to be paid for Orientation as stated in Section 5.23.2.

The following shift differentials will be used by the State when paying for the nursing services for evening, night and holiday shifts.

Evening Shift: 3PM - 11:30PM Applicable hourly rate X 1.20% = the rate to be paid.

Night Shift: 11PM - 7:30AM Applicable hourly rate X 1.10% = the rate to be paid.

Holiday Day Shift: 7AM - 3:30PM Applicable hourly rate X 1.40% = the rate to be paid.

Holiday Evening Shift: 3PM - 11:30PM Applicable hourly rate X 1.60% = the rate to be paid.

Holiday Night Shift: 11PM - 7:30AM Applicable hourly rate X 1.50% = the rate to be paid.

These rates to be paid will remain fixed for the entire contract period, and any extension.

5.23.2 For Orientation, as set fourth in Section 6.5.2 the State will not pay the contract rates the Contractor bid on the Price Sheets, but instead will pay the following rates:

The following All-Inclusive hourly rates will be paid for the orientation periods all personnel are required to attend:

Registered Nurse (RN) rate	\$20.00 PER HOUR
Licensed Practical Nurse (LPN) rate	\$15.00 PER HOUR
Certified Nurses Aide (CNA) rate	\$ 9.30 PER HOUR
Emergency Medical Technicians (EMT) rate	\$13.00 PER HOUR

Payment to Contractor - Optional Method

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. Additional information can be obtained from banks or merchant service companies.

5.26 Bidders should be aware that State of New Jersey may be exploring opportunities for privatization of services, including nursing services utilized by the various State agencies. The nursing services for the various State agencies covered by the RFP may be included in a comprehensive effort, possibly using the services of one umbrella contract to provide all nursing services, or using other alternatives. Bidders must understand that the State may elect to cancel any contract(s) resulting from this RFP. Such a cancellation may occur at any point during the contract and will be at the sole discretion of the State with no penalty to the State. Any such cancellation is provided for by the Purchase Bureau Standard Terms and Conditions, Section 3.5 a. "Change of Circumstances."

Consequently, the State's utilization of this contract may be considerably less than that implied by the State's initial intent to award a one(1) year term contract. Bidders must fully understand that the contract(s) resulting from this RFP will be strictly "AS NEEDED" contracts. No minimum or maximum number of nursing shifts can or will be guaranteed by the State. The contractor(s) will be paid only for nursing services authorized and ordered by the Using Agency.

6.5 Method Of Contractor Engagement

After the initial list of Contractors is established by the Purchase Bureau, the various Using Agencies will use the method of engagement that follows:

- 6.5.1 Whenever a Using Agency has an ongoing need for temporary nursing services, the scheduling with temporary nursing firms should be completed on a monthly basis.
- 6.5.2 Orientation and security checks will be available once every three months. Orientation will include an overview of the institutional policies and procedures. Only "oriented" nurses will be scheduled to fill available shifts.
- 6.5.3 During orientation, or at any other time, the facility may request that a specific nurse not be assigned to their facility based on the written evaluation by the supervisor of nursing.
- 6.5.4 The Using Agencies are to schedule nurses under these contracts only through the firms under contract. The Using Agencies are not to directly contact nurses employed by the contractors. The Using Agency will not recommend or encourage a nurse to work for a particular contractor.

- 6.5.5 In all cases, the Using Agency will identify the region, personnel category(s) required, and shift(s) involved. The Using Agency must then contact the contractor offering the lowest cost all for the services required, beginning with the lowest cost firm, and working in cost from low to high until all slots are filled.
- 6.5.6 The lowest cost Contractor will be given the first opportunity to fill all available slots. The Using Agency will provide the lowest cost Contractor with a written list of all available slots for an upcoming month by the second week of the prior month. The lowest cost Contractor will then be given five (5) days to respond. In the event the lowest cost bidder cannot fill all available slots in any month, the remaining Contractors will then be contacted in order of cost (from low to high). Each Contractor will be given three (3) days to fill all remaining available slots.
- 6.5.7 When sufficient time is not available to follow a regular monthly scheduling procedure, emergency scheduling is authorized and may be completed on an as-needed basis. The Using Agency will still contact the appropriate Contractors for the region in which the facility is located in order of price, from low to high, until a Contractor is located to provide all required services. The Using Agency should allow as much time as possible for each Contractor to determine if the contractor can fulfill the service requirements without jeopardizing any requirements for patient care.
- 6.5.8 In the interest of time, particularly in emergency situations, the initial contacts with Contractors may be made by telephone. When possible, a FAX communication will be sent. As such, all Contractors are required to access to or maintain a FAX machine and number. The Using Agency will confirm all schedules one week prior to the start of the new month. However, it is required that the Using Agency maintain complete written documentation each time the contractor is used
- Specifically, the Using Agency must be able to provide written documentation that the contractors were contacted in order from lowest to highest when service is required.
- Adequate documentation must be developed and maintained each time emergency scheduling procedures are used.
- The Using Agency cannot use a firm's inability to supply all labor categories as a reason to bypass a firm.
- 6.5.9 All documentation concerning the Using Agency's staff scheduling of shifts to be covered by the contract must be maintained for one (1) year following the expiration of the contract, including any extension(s) thereof.
- 6.5.10 The Purchase Bureau will issue a Notice of Award (NOA) to the Using Agencies which will contain a listing of contractors, by region, category and ranking by price. The price ranking

distributed by the Purchase Bureau will contain non-discounted pricing.

- 6.5.11 Bidders are encouraged to offer cash discounts for early payment in accordance with Section 5 of the Purchase Bureau Standard Terms and Conditions. Any cash discounts offered will become part of any awarded contract. When practical, the Using Agencies will have the option of taking advantage of any cash discount terms when making payment. Any cash discounts for prompt payment offered will not be considered by the using agencies when selecting the Contractor to be used from the list provided by the Purchase Bureau.